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INTRODUCTION

Philosophy

We at Pacific Retirement Services are proud of our facilities and the tradition our employees have established in providing quality care for our residents in our Community Housing program. As an employer, we strive to provide an atmosphere filled with respect, courtesy, and thoughtfulness. We are committed to providing a safe and productive work environment with opportunity for personal growth. Working together, we will continue to make our organizations the outstanding, affordable housing communities we all strive so hard to maintain. Our core values, along with our vision and mission statements, are the foundation of our program.

PACIFIC RETIREMENT SERVICES

Vision Statement

Pacific Retirement Services will be recognized as the most valued and respected provider and manager of senior services.

Mission Statement

Pacific Retirement Services enhances the lives of seniors by providing organizational excellence through compassionate and innovative leadership.

Core Values

Excellence Innovation Integrity Stewardship Compassion Collaboration

COMMUNITY HOUSING

Vision Statement

Provide superior affordable housing that makes a positive difference for those we serve.

Mission Statement

As leaders in affordable housing, we are dedicated to quality, respect and integrity. Our desire is to provide support and resources to create an environment that will enrich the lives of our employees and residents. We take pride in building, administering, and maintaining high standards of service for individuals and families. With continued education, community involvement, and refined practices, we will develop and maintain superior affordable housing that surpasses expectations

Acknowledgement

Management reserves the right to change the House Rules in the future with required notice to residents as outlined by the U.S. Department of Housing and Urban Development in the HUD Handbook. Providing comfort and security and meeting your housing needs is important to all of us at Community Housing. We offer a modern and secure building with an elevator, smoke detectors, fire sprinklers and emergency pull-cords. The building has inside resident mailboxes, secured exterior doors and a staff to take care of routine outdoor and indoor maintenance. Residents have the opportunity to use in-house coin operated laundry facilities, grow gardens in their own private garden spot (if applicable) and to use the Community Room for family get-togethers, potlucks or other recreational activities.

Community Housing facilities comply with Federal, State, and Local Fair Housing regulations, housing persons without regard to race, color, national origin, religion, gender, familial status or disability. We do not discriminate on the basis of disability status in the admission or access to, or treatment or employment in Federal, State or Local assisted programs and activities.

We welcome you to our office for a visit, to ask questions, to make suggestions, or to share a concern. Our office hours are posted. The following pages are meant to help you understand your rights and responsibilities as a resident. The House Rules are part of your federally approved lease agreement, which binds the tenant (resident) and the landlord (management) to requirements of tenancy with our community.

RIGHTS AND RESPONSIBILITIES

QUALITY OF LIFE

There are many types of facilities for seniors. Our residents are required to maintain their living arrangements in a manner that allows them to meet the terms of the lease agreement. You do have the right to continue your residency by obtaining the assistance of a caregiver to meet these requirements.

POLICIES AND HOUSE RULES

ABSENCE FROM THE PROPERTY

Residents must report in advance in writing any expected absence from the property of more than five days. Forms are available in the designated common area. During any absence of the resident, management may enter the apartment at times necessary, including but not limited to emergencies and repairs. A resident's absence of more than 10 days with no notice to management may be considered abandonment and management may take legal action for possession of the apartment. A guest may not occupy an apartment without the resident or another adult member of the household listed on the lease agreement present. Refer to Apartment Capacity and Underutilization in regard to extended periods of absence from the apartment.

AFTER-HOURS MAINTENANCE EMERGENCY

If the situation involves a building problem during office hours, contact the office. Refer to Maintenance Work Requests for more information. If the situation occurs after hours, call the Resident Maintenance Emergency Number. The phone number is listed on the bulletin board, in monthly newsletters, and on the first page of these House Rules. IT IS IMPORTANT TO IDENTIFY YOURSELF, APARTMENT NUMBER AND THE BUILDING. The monitoring company will then contact staff/management to respond. Residents are asked to please refrain from non-emergency calls.

If it is something that can wait until the next business day, that would be requested (i.e. light out but another light can be used), please do not use the 800 line. An after-hours emergency would constitute any item that could incur further damage and expense for the facility if left unattended (i.e. any type of water leak or overflow issue), and any potential health or safety hazards (i.e. heat/ac, refrigerator, or hot water not working). These items should be reported immediately. For after-hours emergencies, the proper procedures must be followed (calling the toll free line as noted) rather than contacting

staff at their home (if staff live on-site) or calling the staff on their home, work, or cell phone numbers. Emails are generated to the main office when after-hours calls occur, which is required for tracking and documentation. Refer to additional information under Emergency.

APARTMENT CAPACITY AND UNDERUTILIZATION

No more than two persons may share a studio or a one-bedroom apartment and no more than four persons may share a two-bedroom apartment. If a member is added, the family may become ineligible to reside at the facility.

Subsidized property must be utilized properly. If an apartment is not being utilized (i.e. kitchen, bathroom, etc.), and is being used for storage only, that is not acceptable or allowable. If a resident is absent from their apartment consecutively for more than 90 days, this is considered an underutilization of the apartment and is not acceptable. This is applicable even if prior notice is given. Management will take into consideration extenuating circumstances if periods exceed this timeframe (i.e. medical attention, assisted living, rehabilitation, etc.), and documentation will be required for all exceptions.

APARTMENT CLEANLINESS

It is of primary importance to us that residents keep their apartments neat and clean at all times. Unsanitary conditions can lead to offensive odors, pests, health hazards and a breach of your lease agreement. It is also important for safety reasons to be sure that apartments are kept clutter-free. Cleaning includes routine vacuuming, sweeping, mopping, dusting and sanitizing kitchen and bathroom. Management respects the right to privacy and the dignity of the residents and expects residents to respect our rights as property owners. If management has a reasonable suspicion that you may be in violation of our cleanliness requirement (referred to as Housing Quality Standard), a 24-hour written notice for inspection will be given. If management determines the cleanliness of the apartment to be in violation, you will be given a written notice to remedy the situation. Please refer to your lease agreement for details.

APARTMENT INSPECTIONS

When it is not an emergency, 24 hour notice will be given for all apartment inspections. Residents do not have to be present for the inspection; staff will leave a notice stating that they were in the apartment. For all apartment inspections, it is required that residents abide by the dress code policy while staff is inspecting the apartment.

APARTMENT TRANSFER

Residents have the option to transfer between apartments for the following reasons:

- If a resident has a verified medical necessary reason. Documentation is required.
- If a resident has an approved Reasonable Accommodation.
- When attempting to rent smaller apartments (i.e. studio), we may offer prospective residents/applicants the option of transferring to a larger apartment should one become available to aid in reducing vacancy loss. A written request for transfer is required.

- There may be times when an applicant moves into a Mobility Accessible Unit (MAU) when they are not in need of the features of that unit. In this case, if the applicant requests a transfer out of the unit, medical documentation would not be necessary.

After initial move-in, all transfer requests will be placed on an In-House Transfer Log, in the order of the date they are received. The date that someone is put on the log is determined by when they advise the office, in writing, that they wish to transfer units.

When office staff contact a resident regarding an available apartment, the resident has 48 hours to make the decision on whether they want to transfer to the available apartment. Residents will also need to move/transfer into the new apartment within two days of the renovation. Staff will inform the resident of the anticipated timeframe for the completion of the renovation.

APPLIANCES

Each apartment is equipped with a refrigerator and range/oven. The facility is responsible for the mechanical maintenance and repair of these appliances. Residents are responsible for cleaning the appliances and will be held liable for damage to these appliances that results from neglect, abuse or misuse (see Damage to Apartment). It is a fire hazard to use the oven (top or inside) for the storage of any item that may be flammable. Clean, oven safe pots, pans, and glassware may be stored on top of or in the oven. The facility is responsible for the mechanical maintenance and repair. Washers, dryers, window mounted A/C units, garbage disposals (except Silverstone) and dishwashers are prohibited. Written authorization must be obtained from the office for additional refrigerators and freezers, which must be operational and in good repair. If this is approved, residents are responsible for ensuring it is in compliance with HUD REAC requirements at their own expense.

ASSISTANCE ANIMALS

A Reasonable Accommodation is required for residents with assistance animals, including service and companion animals. Refer to Reasonable Accommodations. Residents with an assistance animal must complete and sign an Assistance Animal Agreement and Registration upon approval of the Reasonable Accommodation. Assistance animals are not pets. They are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. The Community Housing Pet Rules do not include animals that are used to assist persons with disabilities. However, this prohibition does not prevent the owner from enforcing state and local health and safety laws, if they apply. It also does not prohibit the property owner from requiring that the tenant with a disability who uses an assistance animal be responsible for the care and maintenance of the animal, including the proper disposal of the assistance animals waste. See the Assistance Animal Agreement and Registration for the specific rules and regulations.

BLINDS/WINDOWS

Venetian blinds are provided in each apartment. One important tip to remember to save wear and tear when drawing the blinds is to have them in the OPEN position. Residents are responsible for the cleaning of the blinds in their apartment. Installing your own drapes or valances is allowed. **Please Note:** You will be responsible for any costs incurred in returning the wall to its original condition.

CHANGE OF STATUS

All changes to income, assets, and household composition must be reported to the office in writing. HUD requires a recalculation of rent when there are changes in family composition and decreases or increases in the income by $200 more per month. There are Change of Status forms available in the facility office or Laundry Room. Residents must complete the form and turn them into the office as soon as they are aware of the pending changes to their household.

COMMUNITY AREAS

The community areas are for the enjoyment of all residents. These areas are the responsibility of management, and residents are not permitted to decorate any common area including, but not limited to, hallways and the Community Room without prior permission from the management. Unauthorized decorations may be subject to immediate removal and stored in the office until the owner can be identified. Management reserves the right to remove any decoration in the common area without notice. Candles or any other source of open flames are not allowed in the community areas. If there is a specific ceremony in which the use of candles is requested, residents are to seek written permission from the office in advance of the event. The Community Room may be reserved for special occasions by signing up in advance with the office. A policy is available in the office regarding outside groups that would like to use the Community Room. **The Community Room must be returned to its original condition after use.** All common areas are intended to be enjoyed by all; it is not acceptable for any common area to be used as a replacement for residing in one's own apartment (i.e. cooking all meals in kitchen, watching unlimited television in lounge, taking naps in lounge, etc.). All weapons are prohibited in any community area, this is including but not limited to, hunting knives, machetes, and firearms.

COMPUTERS

If there are computers available for resident use, the posted user manual is required to be followed as well as signing in prior to use of the computer. No software programs may be added by a resident. The computers use is limited to resident use only; no guests are permitted to use the computers. No pornographic material may be viewed on the computer. If your site has a Wi-Fi option, residents are required to comply with the password requirements to protect the Wi-Fi Network. There are required forms and policies to follow, so residents need to work with the office for this service. Management reserves the right to change the Wi-Fi password without prior notification to residents or to dissolve the Wi-Fi option at their discretion.

NOTE: If Wi-Fi is available, residents may not all receive a strong (or any signal) in their apartment; this is not guaranteed by management.

CONCERNS, COMMUNICATIONS, COMPLAINTS

If a problem arises between residents, sit down and find a solution together. If you are unable to resolve the issue, let the management know in writing what the problem involves and the steps you have taken to alleviate the problem. Management will then follow-up and take the appropriate action, if any is necessary. The Complaint Resolution Policy is available upon request from the office and is also available in the facility common area.

COURTESY TO OTHER RESIDENTS AND MANAGEMENT

The lease agreement may be terminated if a resident, or their guest(s), is verbally or physically abusive, disruptive toward other residents, guests, vendors, or management, or causes these persons to be at risk. Residents and their guest(s) must conduct themselves on the premises in a manner that does not interfere with the peaceful enjoyment of others, including residents, staff, guests and vendors. Any conversations and/or actions that take place in the common areas and on the grounds of the facility must comply with the requirements of the House Rules, especially the sections regarding Discrimination, Foul Language, and Harassment and Intimidation.

CRIMINAL/DRUG ACTIVITY

Any illegal drug (including the sharing of prescription drugs), firearm or criminal activity on the part of the resident, members of the household, or their guests constitutes substantial violation of the lease agreement and is grounds for eviction (see Eviction and Addendum A - Crimes and Prohibited Conduct). Medical or recreational marijuana, in any form, is not allowed anywhere on the property.

DAMAGE TO PROPERTY

If there is damage done to your apartment, outside of normal wear and tear, you will be held liable for costs to return the apartment to original condition of move-in. Any charges for damages beyond normal wear and tear will be billed to the resident. If a resident or guest causes any damage to the property during tenancy, they will be required to pay for the repair or replacement costs at the time the damage occurs. If the damage is discovered during the move-out process, the charges will be held from security deposit and additional charges may be due. Management reserves the right to videotape or photograph the apartment at or near the time of move-in and move-out, and during occupancy as necessary to document apartment damage. Damages due to smoking, pets, or assistance animals may not be considered normal wear and tear.

DECORATING

Residents are not permitted to permanently decorate their apartment (unless written consent is obtained from the office). This includes, but is not limited to wallpaper, wallpaper border, accent paint colors, permanent shelving and self-adhesive hooks/towel holders. If permission is granted, residents may be charged the cost to restore the apartment to its original condition when they vacate. All approved changes will be noted in resident's apartment file. If you wish to install a ceiling hook, please consult with the staff for approval. Installing your own drapes and valances is allowed. Please do not make repairs to the apartment (i.e., spackling holes, caulking shower, tub, or around toilet, etc.). If the repairs are done incorrectly, it makes more work for staff and the resident may be charged for the repairs. Submit a signed Maintenance Work Request for repairs. Refer to Door and Entryway Decorations for additional information on decorating. Refer to Damages for more information.

Exterior decorations by residents in the common areas of the property are not allowed. For some communities, where residents have their own patios or exit doors to the outside, they are allowed to have exterior decorations as long as they are tasteful, tidy and contained within their allowed area. At management discretion items may be removed. It is acceptable for residents to bring their own personal decorations for decorating the facility interior common areas during seasonal events and for holidays. There are guidelines at the office as to the parameters for interior decorations so, please

see the office to ensure those parameters are met (i.e. specific themed events and/or holidays, timeframes in which they should be removed, the required use of resident placards, etc.). Refer to Door and Entry Way Decorations for more information.

DELIVERIES, PACKAGES AND REGISTERED MAIL

Residents must arrange to receive their own deliveries, packages and registered mail. The office cannot sign for or accept any packages or deliveries. Mailboxes are provided for regular mail.

DISCRIMINATION

Community Housing facilities comply with Federal, State, and Local Fair Housing regulations, housing persons without regard to race, color, national origin, religion, gender, familial status or disability. We do not discriminate on the basis of disability status in the admission or access to, or treatment or employment in Federal, State or Local assisted programs and activities.

DONATIONS

There are times when a resident, a resident's family, service agency or other source has items to donate to the facility (i.e. pianos, exercise equipment, patio furniture, kitchen supplies, puzzles, games and books). Once the item is donated, it becomes the property of the facility and the facility becomes responsible for the upkeep and condition of the item as well as any burden of liability. Due to this liability risk, it is our procedure not to permit any donations of used equipment or other used items that may cause injury if they were to break unless permission is granted by management. If any donated item (equipment, books, furniture, decorations, etc.) needs to be repaired, moved or disposed of, it will be done so at the discretion of management. A Donation Receipt (located in the office) and a Donated Items Form must be completed for each donation.

DOORS

Please do not prop open your doors. Keeping doors closed is a fire safety precaution and will help prevent noise and odors from entering the community areas. Additionally, the U.S. Department of Housing and Urban Development stresses the importance of energy efficiency and propping doors is not energy efficient. When staff accesses your apartment (i.e. inspections, pest control, maintenance work request), they will keep your apartment door the way it was found upon entry, locked or unlocked. If you are transported by emergency personnel, while staff is on-site, staff will ensure your apartment is locked.

DOOR AND ENTRYWAY DECORATIONS

Residents may decorate their apartment exterior door by using a non-adhesive door hanger (i.e. a wreath hanger) to mount the decoration. An exception to this would be if the local fire district or state fire marshal states they may not use a door hanger of sort due to potential fire risk. Tape, nails, staples or other adhesive items are not permitted to be used on the door, trim, entryways or walls. Inset entryways may also be decorated, keeping in mind that these areas are part of the common areas of the facility.

Decorations may not be offensive or deemed discriminatory, as defined by accessibility and Fair Housing laws. Decorations cannot be considered a fire or pest hazard and may not extend out into the

common space more than 4 inches from either the door or wall surface. Decorations may not be placed on the door clips if they will cause damage to the clip or wall. Newspapers are not permitted to be placed in the clips. Please consult with the staff if you wish to decorate the outside of your door, and keep in mind that management is not responsible for theft or damage to decorations. Apartment door clips are for management use but can also be for resident use for some items (i.e. invitations). Refer to Solicitation as to what is not acceptable to be distributed. Residents should also not slide information underneath a resident's door as this could be a trip/safety hazard.

Door mats may only be used if an inset entryway is available, and the mat cannot extend into the hallway. The mat cannot exceed a ½ inch thickness, and the ends/edges cannot curl.

DRESS CODE

Clothing, including dresses, tops (shirt, tank top, etc.), bottoms (pants, shorts, etc.), and soled shoes are required in all interior and exterior community areas at all times. Bathrobes and pajamas are unacceptable attire for all community areas. It is required that residents abide by the dress code policy, with the exception of shoes, while staff is inspecting or working inside the apartment.

ELEVATOR USE

Here are some tips to consider for safety and courtesy when using the elevator:

- Do not hold the elevator door open while you visit;
- Do not try to hold the door open with your hands - use the button that says "Door Open" on the panel inside the elevator car;
- If there is a mechanical problem push the button for the first floor and exit. If you are unable to do this, push the button on the elevator telephone - this phone dials directly to a monitoring company. Explain the problem and identify the facility that you are calling from;
- If you are having furniture or another large item delivered, please ask the staff to have the furniture pads installed to protect the elevator from scratches and to avoid potential damage charges.
- Furniture (i.e. folding chair) is not allowed in the elevators at any time as they could pose a trip/safety hazard and hinder accessibility. Only exception is while moving furniture in and out of the facility.

EMERGENCY

If an emergency arises that involves the health or safety of anyone, call the emergency dispatch 911 or pull the emergency pull cord in your apartment. Refer to Emergency Alarm Systems for more information. Refer to After-Hours Maintenance Emergency for more information.

In case of an emergency, staff may enter a resident's apartment without consent of the resident, without notice to the resident, and at any time. "Emergency" includes, but is not limited to, a repair problem that unless remedied immediately, is likely to cause serious damage to the property. If staff enters a resident's apartment due to an emergency situation and the resident is not there, the staff will leave a notice. The notice will state the reason for the entry, date and time of the entry, nature of the emergency, and the names of the persons who entered the apartment.

EMERGENCY ALARM SYSTEMS

We are monitored by an alarm monitoring company; their phone number is noted on the first page of these House Rules. A resident would call the alarm monitoring company if they accidently activated the pull cord to note there is no emergency. Otherwise, when the emergency panel is activated, the system automatically notifies the alarm monitoring company. Never tamper with or disable an alarm system in common areas or the apartment. Please note the following:

- When an emergency pull cord is pulled, a buzzer will be activated in your apartment. A buzzer will sound and a light on the alarm panel will identify which apartment the alarm is coming from, and the alarm monitoring company is automatically notified. When staff is on-site, they will immediately go to that apartment and attempt to summon the resident. If there is no answer, staff will attempt to have another person standing by while they enter your apartment. If necessary, emergency personnel will be called. When staff are not on site, after business hours and on weekends, the alarm monitoring company will immediately dispatch an emergency team to respond, and then they will attempt to contact staff. It is required that the emergency pull cords are kept unwound, hanging to the apartment floor, and are readily accessible. Pull cords cannot be tied or blocked regardless of their length.

  NOTE: Emergency pull cords may not function properly in the event of a power outage.
- In the event of a fire alarm being activated, the alarm company is automatically notified. The alarm company will automatically dispatch the Fire Department, and call management. If you know the fire alarm is not an emergency, you can call the alarm monitoring company to notify them. If you know that it is an emergency, dial 911 and inform them that the emergency is real. Never hesitate to dial 911 if you feel there is danger of fire.
- In the event of the fire alarm sounding, DO NOT DELAY; FOLLOW THE EMERGENCY PROCEDURES. Feel the door - if it is warm, place wet towels at the threshold and wait. Stay near a window and close to the floor. If the fire is in your apartment, as you exit, shut the door and leave by the designated escape route posted on the inside of your entry door. Exit the building and meet at the designated area. If the building alarm has not sounded, pull the nearest red fire pull box. This will sound the main building alarm. DO NOT IGNORE AN ALARM.
- The facility is required to conduct routine fire drills to practice evacuation procedures for your protection. If weather is not appropriate to exit the building, residents are to gather in a pre-determined common area inside the facility. If you are unable to navigate stairs during a drill, however, and the facility has areas of rescue and assistance in the stairwells, you may gather there if you are able to safely do so. If pets are brought to an indoor common area during a fire drill, they must be in a pet carrier. Participation in fire drills is a management request and is highly recommended by the local Fire Department; you are expected to participate in the fire drills and your attendance will be noted. If you are unable to participate, please notify management so your absence may be noted.

REMEMBER - DO NOT USE THE ELEVATOR IN THE EVENT OF A FIRE.

EMERGENCY PREPAREDNESS

Residents are advised in the unlikely event of an extended power outage or a natural disaster (flood, earthquake, etc.) to keep a minimum of 72 hours of food, water, medication, supplies, blankets, first aid supplies, battery operated lights and a radio on hand. Residents will receive information on emergency preparedness at resident orientation and then annually.

EVICTION

Eviction procedures are determined by state Tenant-Landlord law and the federal government. The rules are outlined in your lease agreement and grounds for eviction can be, but not limited to:

- Fraudulent misrepresentation of eligibility;
- Violation of a federal, state, or local law, or statute;
- Interfering with the management of the project or having an adverse financial effect on the project;
- Adversely affecting the health or safety of anyone;
- Interfering with any resident's right of peaceful enjoyment of their living space;
- Destruction of site property or another resident's personal property;
- Failure to timely supply all required information on income and composition of the resident household;
- Failure to make timely rent payments;
- Failure to comply with policies set forth in these House Rules;
- Failure to meet the terms of the lease agreement regarding ability to care for apartment or self;
- Illegal drug, firearm or criminal activity of any kind on the part of the resident, members of the household or their guests. Medical or recreational marijuana, in any form, is not allowed anywhere on the property;
- VAWA incidents – see below for clarification.

Violation of your lease agreement by the household and/or its guests may result in termination of tenancy.

The Violence Against Women Act (VAWA) protections apply to families applying for or receiving rental assistance under HUD's public housing and tenant-based and project-based Section 8 programs. The law protects victims of domestic violence, dating violence or stalking, as well as their immediate family members generally, from being evicted or being denied housing assistance if an incident of violence is reported and confirmed. The VAWA also provides that an incident of actual or threatened domestic violence, dating violence or stalking does not qualify as a serious or repeated violation of the lease agreement nor does it constitute good cause for terminating the assistance, tenancy, or occupancy rights of the victim. Furthermore, criminal activity directly relating to domestic violence, dating violence or stalking is not grounds for terminating the victim's tenancy. Owners/Agents may bifurcate a lease agreement in order to evict, remove, or terminate the assistance of the offender while allowing the victim, who is a tenant or lawful occupant, to remain in the unit.

NOTE: VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease agreement or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf,

certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

EXPULSION FROM THE PREMISES (Criteria)

Any non-resident will be directed to leave and will be barred from returning to the premises if that person:

- Makes unreasonable noise.
- Engages in fighting or in violent or threatening behavior.
- Substantially interferes with any right, comfort or convenience of any resident of the premises or employee of landlord.
- Engages in any activity, which constitutes a criminal offense.
- Engages in any activity involving firearms, illegal drugs or violence.
- Maliciously damages, defaces or destroys any property while on-site.
- Litters on the premises.
- Drives in a careless or reckless manner.

Any person who fails to leave the premises after being directed to do so, or who returns to the premises after being given such direction, may be subject to arrest and prosecution for Criminal Trespass under permissible state law. These guidelines also apply to residents and may endanger their tenancy.

FLAMMABLE ITEMS

No paints, oils, gasoline or other flammable materials will be permitted to be stored in or around the apartment, or anywhere inside the building or attached to the building at any time. This does not include recreational craft paint.

FLOORING

Residents are responsible to maintain the flooring in the apartment during their residency, including carpet and vinyl/tile. It is important to clean the flooring (i.e. vacuum, sweep, mop) in your apartment on a regular basis. Spills should be cleaned immediately and with the appropriate product; you may consult with the office for recommendations. If the flooring is damaged in some way, the resident should contact a staff member. Carpet cleaning services in apartments are required to be done by licensed professionals only, as damage to carpet or subflooring is likely if water extraction is not thorough. In addition, the cost of the carpet cleaning is to be paid by the resident. Damages as a result of cleaning services would be chargeable to the resident, including damages caused by a licensed professional. Please consult with the office prior to hiring a licensed professional carpet cleaner for your apartment.

FOUL LANGUAGE

All residents and guests will refrain from using foul or obscene language while in the public/common areas of the facility. This request also includes language that may be heard from public/common areas of the facility.

GARBAGE

Residents are responsible for properly disposing of their garbage. This does not mean disposing of items down the drains or in the toilet. All garbage should be bagged as to not leak and put in the **outdoor dumpster** or ADA trash can on a regular and timely basis. Be sure your garbage is put completely in the dumpster or ADA trash can as nothing is to be set outside the dumpster or ADA trash can. These garbage containers are for resident and staff use only. It is unacceptable under any circumstance to open, go through, or remove any garbage that is not yours. Residents are encouraged to recycle whenever possible. All cardboard boxes must be broken down and placed in the recycling bin, if applicable. Recycling bins are located in the dumpster area for your convenience.

Electronic Waste, commonly referred to as E-waste, describes discarded, obsolete, or broken electrical or electronic devices. Electronics cannot be disposed of in the garbage bins. These items may contain mercury, lead, or other toxic substances that are not safe for disposal and can cause serious health and pollution problems. They must be reused or recycled. Anyone who knowingly disposes of these items can be fined.

Charges may be assessed to residents if they leave abandoned property in the apartments and staff have to schedule additional dumpster trips and/or dump runs to dispose what was left. It is advised for residents, when moving, to donate any additional items that may be left to a charitable organization and/or dump so that the facility dumpster doesn't get filled.

GARDEN BOXES

At those facilities with garden boxes, residents who may be interested in obtaining a garden box should notify the office, and one garden box per apartment will be assigned as they become available. Those residents with spaces assigned the previous year will have preference to the same space in subsequent years. All gardening is to be done within the confines of the assigned box and is the responsibility of the resident to whom the space is assigned. Garden boxes are to be cleaned out of dead debris at fall cleanup, usually during October. Residents must be actively gardening in order to retain their space. Management will exercise their discretion in this area and will reassign the space as necessary. Residents and guests are reminded to respect their neighbor's property. The flowers, plants, vegetables, and fruit in the garden boxes belong to the resident assigned to that box and should not be removed without permission. A Garden Box Policy must be completed, signed and on file in the office each year, that residents with garden boxes agree to current guidelines.

GIFTS TO STAFF

Staff and/or their relatives are not permitted to accept gratuities, loans, sales below fair market value, non-cash items, gifts or bequests under any circumstances from residents, residents' relatives, firms, or individuals (including prospective residents) with which Community Housing has actual or potential relationships. At no time shall any money exchange hands between a resident and a staff member with the exception of monies due for tenancy (i.e. rent checks, security deposits), staff participation in resident fundraising events (i.e. potlucks, ice cream socials), or if a staff member has notified their supervisor of intent to purchase an item from a resident for fair market value. Violation of this policy will result in disciplinary action against the staff person up to and including termination. Accepting gratuities, loans, sales below fair market value, non-cash items, gifts or

bequests upon resignation/retirement will make an employee ineligible for rehire. Under no circumstances should staff ever borrow from residents, even if the intent is to pay it back. Although we greatly appreciate your generosity, we cannot accept anything from our residents other than friendship and goodwill.

GROUNDS

Management is responsible for maintaining the grounds and the exterior of the building. Any suggestions you may have concerning landscaping around the building are welcomed. Pet owners are reminded to use the designated pet areas for their pets as required in the Pet Rules and Assistance Animal Agreement, and are not allowed to have pets off a hand-held leash. All pets must be in the owner's control at all times while on the facility grounds. No birds or animals shall be fed from or on the window, windowsills, balconies, patios or any common area property.

GUEST POLICY

Visitors/guests are welcome as long as they abide by property rules, do not pose a threat to any resident or property staff, do not disturb the peaceful livability of other residents, and do not interfere with management or maintenance of the property. Visitors/guests are defined as any person not on the lease agreement, application or HUD Form 50059 regardless of age or relationship. The number of overnight guests is limited to the local occupancy standards for the unit size. Refer to Apartment Capacity and Underutilization. Please complete a Guest Information form available in a designated common area if you plan on having guests occupy your apartment with you. Occupy includes but is not limited to bathing, sleeping, meals, and laundry. This will help prevent any misunderstandings and allow us to notify emergency services of the number of persons on the premises in the event of an emergency. A resident may have guests stay with them, however, each individual guest cannot exceed more than 21 days or nights of occupancy in a calendar year. The only exception to this is for a medically necessary reason with doctor's verification as documentation and must be approved in advance by Community Housing's Main Office. No personal laundry or disposing of personal garbage may occur outside of the designated stay. Guests are not allowed to keep a motor vehicle at the property (except in the designated visitor parking area during the stay), use the apartment address for receipt of mail, or occupy the apartment for more than 21 days or nights in a calendar year. A guest may not occupy an apartment in the absence of the resident in whose name the lease agreement is executed. Residents are responsible for the actions of their guests. Guests can enter or exit the building (via the intercom system or with a key) without the resident being present. It is also acceptable for guests to assist the resident they are visiting for such things as getting the mail, doing laundry, and/or taking out the trash. It is not acceptable for guests to be unsupervised when loitering in a common area space (i.e. Community Room, Lounge, etc.). For these situations, all guests must be supervised by a resident in and around the building and are not permitted to disturb other residents. Any exceptions require management's written approval. Refer to Expulsion from the Premises for more information.

Guest pets are not allowed on the property. Residents may serve as an alternative pet caretaker for a guest or another resident if needed (i.e. vacation or hospital stay). Please notify the office if this is the case. A guest pet may not stay more than 21 days or nights in a calendar year. A resident can be a pet caretaker for different pets at different times, but cannot exceed 21 days per calendar year per pet. Additionally, the resident pet caretaker cannot be a pet caretaker to more than one pet at a time;

if the resident has their own pet, they are allowed to be a pet caretaker for one more pet, but cannot exceed 2 pets in the apartment at any time. If the resident is not a current pet owner, they can only be a pet caretaker for one pet at any given time. As with all pets, the required Pet Registration must be on file and Pet Rules (in addition to required vaccination records if applicable) must be met and followed at all times. Please review Pet Rules in regard to specific pet requirements.

HARASSMENT AND INTIMIDATION

It is the policy of Community Housing facilities that harassment or intimidation of a resident, staff person or guest (including facility or resident vendors/contractors) will not be tolerated and could be grounds for termination of tenancy. This includes any interaction or relation between resident/resident, employee/employee, employee/resident, guest/resident, or guest/employee.

Harassment, sexual or otherwise, and intimidation include abusive, foul or threatening language or hostile behavior, and slander or defamation of someone's character. Harassment also includes discrimination because of a protected class as identified above under Discrimination

Staff who witness or learn of possible discriminatory harassment or intimidation or receive a complaint from a resident must take it seriously and respond promptly according to the procedures outlined below.

All staff, residents and guests (including facility or resident vendors/contractors) shall model appropriate behavior as required by this policy and strive to cultivate and maintain a living environment that is free from harassment or intimidation and adhere to all fair housing requirements.

Note: In situations where a resident complains of harassment and does not speak English, interpretive services are available upon request so the resident's concerns are clearly understood.

HEATING/COOLING SYSTEMS

Each apartment is equipped with its own system. The facility is responsible for the mechanical maintenance and repair. Residents are encouraged to clean the air filters on a routine basis and staff will provide instruction on how to complete this task. Even though you are responsible for your own heating bills we encourage the conservation of energy. Remember to keep all items including furniture and drapes six inches away from the heating units. You may need to experiment with the thermostat to achieve the degree of heat most comfortable for you. If you would like assistance, please ask.

HOME-BASED BUSINESS

A home-based business is defined as an income earned activity that is engaged in as more than a hobby and where no offsite space is leased, rented or used as the majority location for the conduct of the business. Management reserves the right to determine if a home-based business is allowable or not based on the impact of the business to the physical condition of the unit and the impact on the right to the peaceful and quiet enjoyment of the property by the surrounding residents. Sewing, consulting, and data entry are examples of allowable home-based business ventures. No home-based business that uses chemicals (such as hair and nail cosmetology) or the manufacture of products in the home (such as woodworking, metalworking) is allowed. Daycare, either for children or adults, is not permitted.

Daycare requires special licensing and monitoring would create an undue burden on the property staff. Occasional "sitting" is allowed, but must conform to the guest/visitor policies.

If a resident has an allowable home-based business as defined above, the resident will be aware of and obtain and keep current any federal, state or locally required licenses, permits, insurance or any other required documentation that such an occupation or business would be required or reasonably expected to maintain. Management will not be responsible for failure on the part of the resident to comply with any of these requirements. The resident will be required to provide evidence with compliance of the above. Failure to do so will be considered a lease violation and the resident agrees to terminate any such practices until the requirements listed above are met and documentation provided. Any income from the home-based business will be reported in compliance with the HUD lease agreement.

Employees and/or patrons of a home-based business may not use the property parking to address daily parking needs. Additional parking is allowed if available in visitor parking

INSURANCE

We do not carry insurance for your personal belongings. It is your responsibility to insure personal items under a renter's insurance policy. HUD does not require the purchase of insurance and insurance is not a condition of occupancy. Residents are under no obligation to purchase renter's insurance. We strongly encourage you to obtain a renter's insurance policy that covers your personal property against loss or damage to your apartment and cover catastrophic events (i.e. fire, water). These events may cause further damage to the premises as a result. If you cause such damage, you will be liable for up to $5,000 (or the current deductible amount for the facility's insurance).

KEYS

Residents are provided with two sets of keys at the time of move-in. Residents are responsible for their keys. If keys are lost, stolen, or not returned upon move-out, the resident will be responsible for the cost of re-keying the apartment. Residents can request additional copies of keys to be made for their use; not to exceed a maximum of 2 extra sets (4 sets total: 4 apartment keys and 4 exterior door keys). If more keys than allowed are requested/needed staff needs to work with their supervisors for approval or denial of the request. There is no charge for additional keys made for residents. It is not allowable for residents to have keys made. All keys must be made through the office to ensure security and proper stamping of all keys.

Management has a master key to your apartment but will not enter your apartment unless it is an emergency, you have requested work to be done and have signed a Maintenance Work Request, or a 24 hour notice has been given. If management enters an apartment when a resident is not home due to an emergency situation, if possible, a witness will be asked to stand by and a note will be left informing you of the entry.

LAUNDRY ROOM

The laundry room has been provided for your convenience and is for the exclusive use of residents and their caregivers to launder resident items. The only exception is if a guest who is staying overnight does laundry while the resident they are visiting is present. Management is not responsible for any

items lost or stolen from this area. Laundry room equipment may be used during the hours posted. Residents are asked to help maintain the general cleanliness of the laundry room. It is important to check and clean all filters after each use. It is not permissible to dye items or launder pet items such as bedding or blankets using the facility's laundry equipment. It is also not permissible to use the facility's laundry equipment to launder larger bedding items (i.e. afghans, oversized quilts, sleeping bags). If there is a pest infestation (i.e. bed bugs), the resident apartment affected cannot launder items in the facility's laundry equipment, but must take items to an outside Laundromat until the matter is completely remedied, to prevent any further infestation to other apartments.

LEASE AGREEMENT

When you accept an apartment you will be required to sign a federally approved lease agreement. We urge each resident to read his/her copy carefully and keep it in an accessible location for reference. This lease agreement is a legal document that binds the resident and management to the requirements of tenancy.

LIBRARY

The library is for the enjoyment and pleasure of all residents. Donations of books and magazines are gratefully accepted and the honor system is in place for checking books in and out. Once these items are donated, management is responsible for disposal of such items.

LIGHT BULBS

The facility will provide all incandescent and fluorescent bulbs (in facility fixtures) at no cost to the resident. If a bulb needs to be changed in your apartment, please fill out and complete a Maintenance Work Order Request. The facility will not reimburse the resident for bulb purchases made by the resident.

LOCKS

Additional locks, including chain locks or re-keying of existing locks on the apartment entry doors, are not permitted. Management will remove additional locks at the resident's expense.

LOCK BOXES

In the event of an emergency, there is lock box located outside the front door of the facility, for emergency personnel. This will eliminate the need for someone to wait at the front door to let emergency personnel into the building.

LOCK OUTS

Manual locking deadbolts on your door makes it impossible to lock your keys in your apartment. If you misplace your keys after you have locked your door, please notify the office. If there are more than 2 lock outs in a 12 month period, then residents will be charged $15 for each additional lock out.

LOST AND FOUND

If you lose or find anything, report it to the office. We will make every effort to find the owner of the article or assist you in locating a lost article.

MAIL DISTRIBUTION

Residents may not have mail forwarded to the facility that is not their own. As noted under Guests, it is not allowable for anyone other than the resident to receive mail at the property. Upon move-in and move-out, residents are responsible for contacting the postal service to update their mailing address and have mail forwarded. Staff cannot retrieve your mail upon move-out from your box and forward it to you, nor can they obtain the mail using a mail key after you have moved out of the premises. For privacy reasons, it is required to keep a distance from the mail carrier as they are distributing mail. If you receive another resident's mail, either return it to them or turn it into the office and we will make sure it is delivered.

MAINTENANCE WORK REQUESTS

Maintenance Work Requests are available in a designated common area. In the event an item in your apartment requires repair, a Maintenance Work Request must be filled out, signed by the resident, and turned into the office staff for each request to be logged and then addressed. Please do not make repairs to the apartment (i.e., spackling holes, caulking shower, tub, or around toilet, etc.). If the repairs are done incorrectly, it makes more work for staff and the resident may be charged for the repairs. All Work Requests are logged in the order they are received. The items are completed in the order they are received unless there is an emergency situation, potential damage to the facility if the repair is not remedied immediately, or if other circumstances (i.e. ordering parts) delay some requests. If you have items needing to be repaired, fill out the form as soon as you are aware of the issue. This will allow the staff to determine if the matter is urgent in nature or not. Refer to After Hours Maintenance Emergency for more information if emergency maintenance requests are needed after hours. Staff is not allowed to do personal work requests for residents (i.e. hanging curtains, hanging pictures, moving furniture, cleaning blinds, etc.). For all Maintenance Work Requests, it is required that residents abide by the dress code policy, with the exception of shoes, while staff is in the apartment. Refer to Decorating for more information in regard to decorating your apartment. Refer to additional information in regard to staff entry into apartments in the event of an emergency under Emergency.

MOVE-IN INSPECTION

A walk-through inspection will be performed with both management and the resident. An inspection form will be filled out and you will receive a copy of this form. If you find anything in need of repair in your apartment, notify the office within 7 days of your move-in.

MOVE-OUT INSPECTION

A walk-through inspection of the apartment will be held with both management and resident in attendance when possible. An inspection form will be filled out and you will receive a copy. Apartments must be returned to their original condition, normal wear and tear excluded. If the resident abandons property at move-out, Tenant/Landlord law gives management the right to dispose of the items (if value is less than current statute requirement for legal action), with costs of disposal fees (i.e. dump run, appraisal) noted in the move-out Statement of Account passed onto the former resident. The Statement of Account will be forwarded to you with a list of any charges and/or any deposit refund due to you within 30 days of last day of occupancy. Refer to Garbage for additional information.

NOISE

Residents must conduct their activities on the premises in a manner that does not interfere with the right to peaceful enjoyment of others, including staff, other residents, guests and vendors. Vacuuming, shredding, radios, televisions, musical instruments and other home entertainment equipment shall be operated in a manner that does not disturb other residents and shall be conducted during reasonable hours so as not to be disruptive to other residents. Refer to local area city ordinance for reasonable quiet hours. Reminder, with apartment living, common walls are shared. Complaints regarding disturbances caused by excessive noise should be submitted in writing to the office.

NOTICE OF INTENT TO VACATE

Residents are **required to give thirty (30) days' written notice of intent to vacate.** Any notice the resident is required to provide to management under the terms of the lease agreement shall be IN WRITING, delivered to the management office or sent by prepaid 1st class mail addressed to the physical address. The physical address is noted on page 1 of these House Rules. It is the policy of management not to allow a 30 day notice to be rescinded once a resident has signed the notice giving intent to vacate. Once signed, the notice becomes a legally binding document and may not be rescinded, because management immediately begins the process of re-renting your apartment. The vacating resident will be held responsible for the payment of 30 days rent beginning the day written notice was received by management. If the resident remains beyond 30 days, rent is required through the actual move-out date. If the vacating resident moves out and the unit is re-rented, the vacating resident will not be responsible for any rent from the point the apartment is re-rented.

In the event of death up to 14 days are given to remove items from the premises and return the keys, per HUD guidelines.

OXYGEN SAFETY

Each resident will read and sign an Oxygen Safety Instruction Form at their initial move-in. Residents with Oxygen in their apartments must comply with any regulations required by the local Fire Department as it relates to the size of canisters that may be stored on-site. It is the resident's responsibility to follow up with either the Fire Department or the vendor providing the Oxygen to determine what is permissible. It is required that a sticker and/or sign be placed outside the resident door by management if Oxygen is in use at any time in the apartment for safety reasons. If you do use Oxygen, it is the resident responsibility to advise staff of this so the required sticker/or sign can be placed outside the apartment.

PARKING

Residents are allowed one (1) vehicle per licensed driver in an apartment. Residents owning a vehicle will have a parking space assigned to them in the reserved parking area and are asked to park only in their assigned space. Residents should advise their guests to park in visitor parking spaces only. If visitor parking is full, it is acceptable for guests to park in unassigned resident parking spaces; please check with the office as to what spaces are unassigned. Violators will be warned and subsequently towed in case of a repeat violations. State and federal law prohibits management from assigning resident parking in designated handicapped spaces. These spaces are reserved for visitors only. If a resident does utilize these spaces it will be only for a temporary parking, and only with a current permit

issued from the DMV, and no overnight parking or extended parking will be allowed. There is a loading/unloading space near the entrance of the building for your convenience. Be mindful of not infringing on sidewalks when parking. Parking areas are intended only for the convenience of residents who use their automobiles regularly.

Residents with vehicles must show proof of current registration and driver's license at the time of move-in. Residents should provide the office with updated information when it is available (i.e. current registration, driver's license). If the resident does not have any one or all of the above, their parking privilege may be revoked.

Storage of inoperable cars, car washing, and vehicle maintenance on the property (i.e. oil changes, tune-ups, etc.) is prohibited. No oversized vehicles, campers, boats, trucks, trailers or recreational vehicles are permitted without the written consent of management. Management will utilize discretion for exceptions to this (i.e. moving truck, trailer, or storage container) and parameters are in place that residents must follow (timeframes, space limitations within confines of parking space, etc.). Contact the office for more information.

If a vehicle is leaking oil or any other substance, this can damage the sealcoat and paving in the parking lot. Please remedy necessary repairs immediately; it is your responsibility to maintain your vehicle in a manner that does not damage the parking lot. In the event the vehicle has a leak, the resident must place a pan or some other means (not kitty litter) to soak up the oil underneath their vehicle on a temporary basis. Whatever is used must be picked up and taken anytime the vehicle leaves the lot. This is temporary until the repair is remedied, which must be immediate and as soon as possible.

The facility does not have means to accommodate the recharging of smart cars, or other types of electric rechargeable vehicles, Electric Motorized Devices, etc., on the grounds, or in the parking area. Owners with smart cars or other similar types of rechargeable vehicles could be assigned a parking space, but recharging of those types of vehicles would have to be accomplished off-site.

Please Note: The facility will not be held liable for any loss due to fire, theft, or any other damage.

PATIOS

Patio areas may be decorated with planters with management approval. No item of any type (nails, screws, or any other material or device), may be attached or placed on the patio, fencing, posts, roof, or building walls (including patio ledges if applicable), outside of the use of these items for the original construction. No items or materials may be added to or extend above or beyond the patio or privacy fencing. No items shall be placed on the patio ledges. Wind chimes are not allowed on private or common area patios.

PEST CONTROL

To ensure that pests do not inhabit our building, a contracted Pest Control Company regularly inspects and treats the facility. Circumstances may require that all apartments in the building be treated. Residents cannot refuse or waive any routine preventative maintenance treatments. Any resident refusing to cooperate would be violating their lease agreement and will be subject to a rule violation.

Immediately notify the office if you have a problem with pests. Residents may be required to pay for damages and extra treatments due to a pest infestation, if the resident is found to be negligent in causing the infestation, or in neglecting to report the infestation to management. Refer to Laundry for additional information.

PETS

Please refer to Pet Rules for registration requirements. Small pets (under 25 pounds) are permitted with prior written approval from management. All pets must be spayed or neutered (if applicable) and a certificate of such must be presented to the office before pets are allowed. Pets are to be on a handheld leash and controlled by the owner or another designated person at all times when outside the pet owner's apartment. Retractable leashes must be kept at a short retracted length of no more than six feet while inside the facility. Even if pets are on their leash or in a carrier, they shall not be allowed to loiter in the common areas of the property except when checking mail, entering or exiting the property, etc. The only exception to pets loitering in the common areas would be during an emergency or emergency preparation situation (i.e. fire drill, earthquake or tornado warnings); during these situations, pets must be on a leash or pet carrier and controlled by the owner. Pets are never allowed on any community furniture (interior or exterior) at any time. Pets should be taken to the designated pet area only to deposit waste. Pet owners are responsible to properly dispose of their pet's waste immediately. Pets that respond aggressively and could be a danger to others will not be allowed on the property or may be asked to be removed from the property. Please refer to the Pet Rules regarding Temperament of Pet and Addendum A: Crimes and Prohibited Conduct of these House Rules. Pet Rules can be obtained in the office. Refer to Guests in regard to guest pets and pet caretaking. Exceptions to Pet Rules may apply in the event of an approved Reasonable Accommodation.

PHOTOGRAPHS

Management reserves the right to take photographs within an apartment if there are concerns regarding damages, Housing Quality Standards, safety and cleanliness for documentation purposes.

POTLUCKS

Potlucks can be hosted by volunteer residents for fellow residents, friends, and family. Check with the office staff at the facility for Community Room Guidelines, to reserve dates, and to ensure the capacity for the room is sufficient. Participants are expected to contribute to events (i.e. setup, cleanup, food preparation, etc.). If bringing a guest(s) to the potluck, please be courteous of that and prepare extra food to account for extra visitors and to note it on any applicable sign-up sheets. If residents wish to share the leftovers of what they brought with others, that should be arranged following the event. If there is extra food left over, residents can choose to leave it in the common area refrigerator for up to two days with a note that states "free to all."

REASONABLE ACCOMMODATIONS

It is the goal of management that all residents' accessibility needs of the facility are being met. A Reasonable Accommodation as defined by the Fair Housing Act is any accommodation by management in rules, policies, practices, services or a physical modification to give a person with a disability an equal opportunity to use and enjoy a dwelling apartment or common space. An example of a Reasonable Accommodation may be an apartment feature that helps with a hearing, mobility or vision impairment.

Requests for a Reasonable Accommodation should be made in writing. Management reserves the right to certify the need for any Reasonable Accommodation with a resident's health care provider or other third party. It is your responsibility as a resident to inform management of any situation where a Reasonable Accommodation is needed. If a resident is unable to submit the request in writing, Reasonable Accommodations will be made. In the event that a request for Reasonable Accommodation is denied, you have 14 days in which to appeal the decision. Reasonable Accommodations may be denied if they are an undue financial burden to the facility.

RECERTIFICATION

HUD regulations require each resident to be recertified on an annual basis. This recertification process involves a review of assets, income and expenses for each household and will begin 120 days in advance of the anniversary of an individual's move-in date. Management will notify the residents and make an appointment for recertification. Failure to recertify as required is cause for termination of assistance from HUD, resulting in residents paying market rent. Recertification is a requirement of tenancy and if not completed, may result in eviction.

RENT PAYMENTS

Rent is due and payable on the first day of the month. Money orders or personal checks from the household member's account should be made payable to the facility (See Page 1). Rent payments may be delivered to the office staff, slid under the office door, placed in a designated receptacle, or mailed. A rent payment made by a personal check from someone other than a member of the household can be accepted only with prior permission from management, and should be on rare occasions. These could be considered a recurring monetary gift, which would be counted as income in determining rent. Under no circumstances will cash or post-dated checks be accepted. Residents will be issued preprinted, pre-numbered, handwritten receipts for their prorated first month's rent at the time of move-in. Subsequent receipts will be computer generated and delivered to residents for their records. If a resident's personal check is returned from the bank due to insufficient funds, the resident will be charged the amount of the bank fee. If a personal check is returned more than once, management reserves the right to refuse a personal check as a form of payment.

Please Note: All checks will be deposited within 3 business days, so plan accordingly.

If you anticipate a problem in making a timely rent payment, please notify the office. Residents have until midnight on the 8th of the month to pay rent. If rent has not been received by the 9th (or next business day following midnight on the 8th) a 72-hour notice of nonpayment of rent will be sent to the resident. Payment of the rent within the cure period listed on the notice will cure the delinquency. Failure to pay the rent within the cure period will result in management taking legal action to evict the resident for nonpayment of rent. If in the legal process, management may refuse to accept rent.

REPAYMENT AGREEMENTS

If there are monies owing to the site (i.e. damages), management reserves the right to set up a repayment agreement with the resident. The agreement details will be discussed with the resident to ensure it is financially feasible.

SATELLITE DISHES

Residents living in apartments that can receive satellite signals who wish to install satellite dishes must adhere to specific rules. For more information contact the office. As a general note, any types of antennas or wiring to increase resident reception in individual apartments is not allowed externally.

SCREENS

Screens must be in place and free of damage at all times, otherwise, may result in charges to the household. Normal wear and tear is excluded (i.e. sun damage), but abnormal wear and tear would result in charges (i.e. tears due to pets). Residents should report any damage to their screens to management by submitting a work order.

SECURITY DEPOSIT

A security deposit equal to what is termed the "Total Tenant Payment" on the HUD Form #50059 is collected when you are accepted as a resident, and is held on account until you leave our facility. If there is no damage beyond normal wear and tear and you meet the requirements as set forth below, the amount of the deposit, plus current passbook interest, will be returned.

- 30 day's written notice of your intention to leave must be given to staff;
- Apartment must be cleaned and returned to original condition, normal wear and tear excluded;
- All items rented with the apartment are clean and left in good condition;
- All keys are returned;
- Rent payments are current;
- No outstanding balances (i.e. utilities, repayment agreement);
- Forwarding address has been submitted to the office.

SECURED BUILDING ACCESS

We offer a secured building. All exterior doors are to be closed and locked at all times, including during business hours. Each resident has an exterior door key and the ability to let someone in the front door by using the intercom system. Do not allow anyone into the building that has not been identified by you as your guest. Residents are responsible for the actions of anyone they grant building access. Refer to Guests for more information.

SMOKING

Community Housing facilities are all Smoke-Free. This includes but is not limited to: cigarettes, e-cigarettes, cigars, pipes, or any other device that delivers substances by method of inhaling. Smoking is not permitted within apartment units and common areas such as entryways, patios and balconies as well as within 20 feet of any building on the property, which includes parking areas and interior sidewalks within that distance. The distance may be greater if required by local city ordinances. In addition, the burning of incense, whether in your apartment or the building, is prohibited. The burning of incense releases high levels of some chemicals that could be toxic if in excess. These chemicals can also set off our fire alarm systems.

SOLICITING

Soliciting/Door-to-Door activity of any kind is strictly forbidden on the premises. Residents are requested to notify the office if a solicitor appears and appropriate action will be taken. While it is

okay for residents to put limited information on door clips (i.e. invitations to events), it is not okay for residents to distribute political or religious fliers and/or petitions for others to sign. Residents should also not slide information underneath a resident's door as this could be a trip/safety hazard.

SPRINKLERS

The automatic sprinkler system is the property of the complex. Do not remove or adjust the sprinkler heads. Do not open, damage, or remove the valve box covers. If you notice problems with the system, notify management.

STAFF RELATIONS

Current employees may not work for Community Housing residents without the written consent of the PRS/Community Housing Main Office. For further information, contact the PRS/Community Housing Main Office.

Former Community Housing employees are ineligible for hire by residents for a period of six months, following their separation of employment without prior written authorization from the PRS/Community Housing Main Office. Authorization is not automatic and will be determined on a case-by-case basis. Former employees who have been dismissed by Community Housing for cause are ineligible for hire by residents.

STORAGE

Storage of your personal items is restricted to your apartment. Residents are not permitted to store personal items including, but not limited to, electric scooter, furniture, or plants in the common area such as the community room, lounge, hallways, patio areas, or sidewalks. An exception to this would be for mobility assistance devices in a designated area; contact office for current location of designated area.

SUGGESTIONS

Suggestions are strongly encouraged, but must be made in writing. All suggestions will be addressed by the office and/or the Community Housing Main Office.

TELEPHONES

Residents agree to keep management informed of their current telephone number.

UTILITIES

Resident non-payment of utilities resulting in turn-off of utilities shall be considered a hazard in violation of the lease agreement and cause for eviction. Utilities must be in the name of the head of household.

Breakers should remain in the ON position unless an emergency or repair is needed (i.e. outlet repair or overload/reset). Otherwise, the breaker box should only be accessed by staff. If there is any reason you need assistance with your breaker box, please notify the office. It is also not allowable for breaker boxes to be blocked as they must be accessible when needed.

WATERBEDS

Waterbeds are not permitted in an apartment due to the liability issues.

WATER SHUT OFFS AND LEAKS

There are water valve shut-offs in your bathroom (sink and toilet) and kitchen (sink). If you are having a flooding issue and you are comfortable shutting the valves off, it is important to respond quickly. There may be two if the source allows both cold and hot water. If you need assistance learning where to access these valves, please contact the office. If you have a plumbing leak it is important to report the leak right away otherwise you may be responsible for the damage.

WEAPONS

All firearms in the possession of a resident, guest or service provider must be licensed and carried in accordance with state and local laws. It is recommended that firearms be secured in a locking cabinet/case. The weapon/firearm must be transported in an appropriate carrying case from apartment to vehicle and back. Openly carrying or displaying weapons or firearms is strictly prohibited. All weapons are prohibited in any common area. The use of any type of weapon, firearm, or dangerous object is strictly prohibited within the boundaries of the property. This includes, but is not limited to:

- Shotguns, handguns, pistols, rifles, etc.
- Ammunition of any type
- Pellet guns, B.B. guns, air guns (pistols, rifles, etc.), of any type
- Archery equipment (bows, arrows, targets, etc.)
- Any and all types of sling shots or any device that could shoot a projectile
- All sharp edged or pointed objects (i.e., knife, sword, etc.) used with the intent to threaten, intimidate, or harm another
- Any and all types of explosives, fireworks, and explosive chemical(s)
- Any other type of instrument, object, and/or material that may be deemed a weapon when used with the intent to threaten, intimidate, or harm another
- The illegal possession of weapons by a resident, a resident's service provider or a resident's guest is prohibited and constitutes a material lease violation.

WHEELED TRAFFIC

Wheeled traffic equipment is to be used in and around the facility in a manner that does not violate a resident, guest or staff member's health, safety, or right to peaceful enjoyment of the premises.

Residents may be asked to demonstrate that they can safely operate the vehicle. When operating wheeled traffic equipment, residents must maintain a reasonable speed that would not endanger themselves, others or the property. Electric Motorized Devices (EMDs) must be operated on "low speed" at all times. The vehicle should also be driven closer to the wall that does not have a handrail; this will make the handrail accessible for others.

Residents are responsible for any injury to residents, guests or staff members and all damages beyond normal wear and tear resulting from the operation of wheeled traffic equipment, including damage to the facility property. The only person authorized to operate an EMD on the property is the owner/operator of the EMD.

Wheeled traffic equipment should be stored in a resident's apartment while not in use. Wheeled traffic equipment may be temporarily placed in designated areas but may not be stored or left unattended in hallways, community rooms, lounges, laundry rooms or any other common area of the facility, including outside, due to potential safety concerns. EMDs must be recharged only within the owner/operators apartment.

The facility does not have means to accommodate the recharging of smart cars, or other types of electric rechargeable vehicles, EMDs, etc., on the grounds, or in the parking area. Owners with smart cars or other similar types of rechargeable vehicles could be assigned a parking space, but recharging of those type vehicles would have to be accomplished off-site.

No bicycles, tricycles, roller blades, skateboards, or recreational type scooters may be ridden or used on the facility property for recreational use. Bicycles are allowed on the property if they are used for transportation to and from a destination. Bicycles must be walked on and across sidewalks. Wheelchairs and other mobility apparatus are permitted on the property.

Bicycles are to be secured on the facility bike racks with a locking mechanism. If there are no bike racks available, then the bicycle must be stored in the resident's apartment.

Any wheeled traffic equipment requiring gas or flammable liquids are not allowed to be stored (example; gas motor) within the facility.

AGREEMENT

I have read and received a copy of the House Rules, along with the attached addendums, and understand all policies and provisions set forth, and agree to live by all rules to the best of my ability.

I understand that failure to do so could jeopardize my residency. I understand that the House Rules become part of my lease agreement.

Resident Signature	Date
Resident Signature	Date
Staff Signature	Date

PLEASE RETURN TO THE OFFICE

ADDENDUM A
CRIMES AND PROHIBITED CONDUCT

1. The tenant, members of tenant's household, guests and invitees, or any person in the tenant's control, shall observe, follow and obey all laws, including regulations and ordinances thereof, whether the same be federal, state, county or municipal and shall not engage in any act and/or omission which is or would be a violation of the same, on the premises or in the immediate vicinity of the premises. The foregoing includes, but is not limited to any violation of Texas Penal Code, which includes, but is not limited to, illegal drug activity and threats to people and/or property. As used herein, someone who is in the tenant's control, when that person enters or remains on the premises with the tenant's permission or consent, after the tenant reasonably knows or should know of that person's act or likelihood to commit any act of the type described under Paragraphs 1.1, 1.2 and 1.3 set forth below. As provided for in Texas Property Code 91.001 and 91.003, the Landlord, after giving ten (10) days' written notice specifying the acts and omissions constituting the cause and specifying the date and time for the termination, may terminate the rental agreement and take possession in any of the following situations:

   1.1 The tenant, someone in the tenant's control or the tenant's pet seriously **threatens immediately to inflict personal injury, or inflicts any substantial personal injury**, upon the landlord or other tenants; or the tenant, someone in the tenant's control, or the tenant's pet inflicts any substantial personal injury upon a neighbor living in the immediate vicinity of the premises or upon a person other than the tenant on the premises with permission of the landlord or another tenant;

   1.2 The tenant or someone in the tenant's control **intentionally inflicts any substantial damage to the premises**; on more than one occasion;

   1.3 The tenant or someone in the tenant's control **commits any act which is outrageous in the extreme,** on the premises or in the immediate vicinity of the premises. An Act outrageous in the extreme is an act not described in paragraphs 1.1 through 1.2 above, but is similar in degree and is one that a reasonable person in that community would consider to be so offensive as to warrant termination of the tenancy, considering the seriousness of the act or the risk to others. An act that is outrageous in the extreme includes, but is not limited to, the following acts by a person:

      1.3.1 **Prostitution or promotion of prostitution**, as described in Texas Penal Code 43.03.
      1.3.2 **Manufacture or delivery of a controlled substance,** as described in Texas Controlled Substances Act, Texas Health and Safety Code 481.001 to 482.004, but not including delivery as described in Texas Health and Safety Code 482.002(b);
      1.3.3 **Intimidation**, including the act of seriously threatening, or physically harming, people or property out of a perception regarding a person's race, color, religion, national origin, or sexual orientation; or
      1.3.4 **Burglary** as described in Texas Penal Code 30.02.

   1.4 With regard to "acts outrageous in the extreme" as described in this section, an act can be proven to be outrageous in the extreme even if it is one that does not violate a criminal

statute.

1.5 With regard to prohibited acts which are defined by existing criminal statutes, the **landlord's standard of proof for termination of the agreement shall remain the civil standard,** proof by a preponderance of the evidence.

2. The tenant, members of the tenant's household, guests or any other person in the tenant's control, shall conduct themselves in a manner that **will not disturb other tenants or the neighbors' peaceful enjoyment of the premises.** Someone is in the tenant's control, if that person enters or remains on the premises with the tenant's permission or consent after the tenant reasonably knows, or should know, of that person's act or likelihood to commit an act in violation of this paragraph.

3. The landlord retains control over any common areas of the facility for the purposes of enforcing state trespass laws and shall be the "owner" for that purpose as that term is used in Texas Penal Code 30.05. Common areas are locations shared by tenants, such as laundry rooms, courtyards, hallways between dwellings, building entryways, and parking lots. This clause does not apply on property where there are no areas commonly shared by multiple tenants (e.g., most single family detached dwellings).

4. Tenants shall not engage in any activity on or near the dwelling unit premises that would subject the resident to a penalty of a Class C misdemeanor that involves possession of drug paraphernalia, assault or disorderly conduct; Texas Penal Code Class A or B misdemeanors Texas Penal Code Felony or Texas Health and Safety Code violation or engage in any hazardous conduct that otherwise jeopardizes the health, safety and welfare of the Landlord, his agent or other tenant or involving imminent or actual serious property damage. Nothing in this provision shall be construed as requiring or encouraging the eviction or termination of a Lease of a victim of domestic violence.

5. Tenant shall not permit any household member or guest to engage in any activity on or near the dwelling unit premises that would subject the resident to a penalty of a Class C misdemeanor that involves possession of drug paraphernalia, assault or disorderly conduct; Texas Penal Code Class A or B misdemeanors; Texas Penal Code Felony or Texas Health and Safety Code violation or engage in any hazardous conduct that otherwise jeopardizes the health, safety and welfare of the Landlord, his agent or other tenant or involving imminent or actual serious property damage. Nothing in this provision shall be construed as requiring or encouraging the eviction or termination of a Lease of a victim of domestic violence.

6. In the case of conflict between the provisions of this addendum and any other provisions of the rental agreement, the provisions of this addendum shall govern.

VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY. A single violation of any provisions of this addendum shall be deemed a serious violation and a material non-compliance with the terms of this Lease. It is understood that a single violation shall be good cause for the immediate termination of the Lease. Unless otherwise provided by law, proof of a violation of law prohibited by this addendum shall not require a criminal conviction, but shall be by a preponderance of the evidence.